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Attorneys for Defendants
 WSP USA, INC., WSP USA BUILDINGS INC., and
 kW MISSION CRITICAL ENGINEERING, D.P.C.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

CG ENTERPRISES HOLDINGS, LLC, a
 California limited liability company; and
 STEPHEN M. COON, an individual

Plaintiffs,

vs.

WSP USA, INC., a New York corporation;
 WSP USA BUILDINGS, INC., a New
 York corporation; kW MISSION
 CRITICAL ENGINEERING, D.P.C., a
 New York design professional corporation;
 and DOES 1 through 20, inclusive,

Defendants.

Case No.: 3:24-CV-00292

Hon. Charles R. Breyer

[Civ.L.R. 7-11, 7-12]

**JOINT STIPULATION AND MOTION
 TO EXTEND THE PAGE LIMIT FOR
 DEFENDANTS' FORTHCOMING
 MOTION TO DISMISS OR STAY
 PURSUANT TO FEDERAL RULE OF
 CIVIL PROCEDURE 12(b)**

**JOINT STIPULATION AND MOTION TO EXTEND THE PAGE LIMIT FOR
DEFENDANTS' FORTHCOMING MOTION TO DISMISS OR STAY PURSUANT TO
FEDERAL RULE OF CIVIL PROCEDURE 12(b)**

Plaintiffs CG Enterprise Holdings, LLC and Stephen Coon ("Plaintiffs") and Defendants WSP USA, Inc., WSP USA Buildings, Inc. and kW Mission Critical Engineering, D.P.C. ("Defendants," and collectively with Plaintiffs the "Parties"), by and through their respective undersigned counsel, hereby jointly stipulate and move the Court for leave to exceed the page limits set forth in Civil Local Rule 7-11 as follows ("Stipulation"):

WHEREAS, the General Standing Order for Civil and Criminal Cases Before Judge Charles R. Breyer provides in relevant part that briefs/memoranda of points and authority in support of a motion "may not exceed 15 pages in length," which may be exceeded upon leave of Court and a showing of good cause;

WHEREAS, Defendants anticipate bringing a Motion to Dismiss Pursuant to Fed. R. Civ. P. 12(b) or in the Alternative to Stay or Transfer this Action ("Motion") on or before February 2, 2024;

WHEREAS, this Action is one of multiple actions pending in this Court and in AAA arbitration, between Plaintiffs and Defendants, all of which arise from the same common nucleus of operative fact;

WHEREAS, Defendants' anticipated Motion will address (1) the current arbitration proceedings between the Parties and related state and federal court actions, (2) the restrictive covenant agreements between the Parties; (3) Defendants belief regarding the correct forum for this Action and Plaintiffs' allegedly improper anticipatory filing/forum shopping, (3) Defendants' belief that this Court lacks personal jurisdiction over Defendants, (4) choice-of-law and venue issues, (5) a stay of litigation under the Federal Arbitration Act in the alternative, (6) Dormant Commerce Clause issues arising from a new statute; (7) transfer of this action to the Southern District of New York; and (8) a complex fact pattern with multiple actions, as well as

what Defendants allege is a sham corporate Plaintiff, and Plaintiffs' wholesale efforts to side-step valid restrictive covenant agreements;

WHEREAS, because the Motion will also include Defendants' arguments in favor of transferring this action to the Southern District of New York pursuant to § 1404(a), it will obviate the need to file a separate, lengthy motion on that issue;

WHEREAS, Defendants seek an additional seven (7) pages of briefing such that their total brief may be no longer than twenty (22) pages, excluding title pages, indexes of cases, table of contents, exhibits, affidavits and summaries of argument;

WHEREAS, the Parties agree that the subject-matters above and complex issues require fulsome, comprehensive briefing on the subject-matters, subject to this Court's approval, and that such issues constitute good cause to grant this Stipulation; and

WHEREAS, Defendants agree that should the Court grant this administrative relief as requested, Defendants stipulate to permit Plaintiffs an equivalent extension to their page limit.

THEREFORE, the Parties jointly stipulate and move the Court for an Order extending the page limits for as set forth above.

Dated: February 1, 2024

DENTON PETERSON DUNN

By /s/ Scott F. Gibson

Attorneys for Plaintiff

CG ENTERPRISES HOLDINGS, LLC
STEPHEN M. COON

Dated: February 1, 2024

HOLLAND & KNIGHT LLP

By: /s/ Samuel J. Stone

Attorneys for Defendants

WSP USA, INC., WSP USA BUILDINGS INC.,
and kW MISSION CRITICAL ENGINEERING,
D.P.C.

*Pursuant to N.D. Cal. Local Rule 5-1, the e-filer
attests that each of the Signatories have concurred
in the filing of this document.*